



EMAIL HOSTING SERVICE LEVEL AGREEMENT

1. Uptime Commitment

Email Hosting Services will be available 99.9% during any calendar month basis (the “**Uptime Commitment**”). Smarsh shall not be responsible for interruption in Client’s access to the Services, and the Services will not be considered unavailable, where the downtime or interruption of the Services result from: (a) routine maintenance, repair and upgrade; (b) issues or failures with Client’s environment, hardware, software, communications and internet providers, security settings; (c) issues or failures of third-party sites, applications, software, hardware or other components not supplied by Smarsh; (d) third party attacks, intrusions, distributed denial of service attacks or other third party actions; (e) issues related to third party domain name systems (DNS) errors or failures (f) Client’s acts or omissions; or (g) force majeure events.

If the Uptime Commitment is not met, Smarsh will issue Client a credit equal to 1/30th of the monthly fee for the month in which the Email Hosting Services which did not meet the Uptime Commitment. Credits must be requested by Client in writing, within thirty (30) days of the end of the month in which the Uptime Commitment was not met and the failure to meet the Uptime Commitment must be verified by applicable diagnostic monitoring tools. Credits will be credited against Client’s next invoice.

2. **Scope of Support Services.** Smarsh support is available for in-scope requests as set forth in the table. Out of scope requests may not be routed through Smarsh support.

Category	In Scope Support	Out of Scope
End User Migration from POP email hosting to Outlook Exchange hosting	<ul style="list-style-type: none">• Smarsh provides standard documentation to guide end users through the process	<ul style="list-style-type: none">• Custom documentation• Smarsh support does not migrate end user email data to new mailbox
Post Migration Email Hosting Support	<ul style="list-style-type: none">• Only Authorized Users may contact Smarsh Support for questions related to email hosting services	<ul style="list-style-type: none">• General end user questions regarding email functionality and configuration need to be made through the Authorized User or Smarsh provided self-service documentation• For assistance with general questions and configuration end users will need to reference their vendor documentation (e.g. Microsoft documentation for Outlook Exchange and how to synchronize with mobile devices)

3. Contacting Smarsh Support

Client must report issues experienced with the availability or performance of the Services by submitting a support request to support@smarsh.com. Support requests must include a detailed description of the error including the operating conditions which gave rise to the error. Client must report issues experienced with the availability or performance of the Services by submitting a support case via the Web at <http://www.smarsh.com/support> or by sending an email to support@smarsh.com. Support requests must include a detailed description of the error or request, including the operating conditions which gave rise to the error. You will receive an auto-email notification to confirm receipt of your Support request, along with a Case Number to use for future reference. Customers may also submit a support request by contacting Smarsh support by phone. Standard phone support is available Monday through Friday between the hours of 7 am and 12 am EST (excluding United States Federal Holidays) at 866-SMARSH-1. Off- hour phone support is available 24 hours per day, 365 days per year for a Severity Level 1 or 2 level issues. All Severity Level 1 issues must be reported by phone.

4. Smarsh Support Target Response and Resolution Times.

Upon receiving a support request, Smarsh will use all commercially reasonable efforts to address and/or fix errors to the Services reported by Client which are within the control of Smarsh based on the following resolution process:

Severity Level	Description	Mean Response Time	Resolution Process
1	A critical production system breaks down or malfunctions and the Client business system is inoperable. No clear work around exists for the problem.	15 minutes	Smarsh will work continuously until error is fixed or temporary workaround is implemented
2	A component of a production system malfunctions and threatens to have significant impact, which may affect future productivity or lead to a serious loss of service, and a work around exists for the problem.	1 hour	Smarsh will work continuously until error is fixed or temporary workaround is implemented
3	A component of the production system solution is not performing as documented, leading to unexpected results with moderate or minor operational impact.	4 hours (during business hours)	Smarsh will work during normal business hours to implement a fix or workaround

Support and maintenance shall be done, to the extent reasonably possible, during times other than Smarsh's normal business hours so as to minimize any interference with or disruption. Smarsh's normal maintenance windows are:

- Tues/Thurs between 9PM-5AM EST
- Friday after 6PM EST
- Weekends anytime

Smarsh agrees to provide Customer with 48hrs prior notice in the event that maintenance needs to be performed outside the maintenance windows or if Smarsh needs to suspend the Services in order to perform necessary maintenance.